

DATE OF LEASE

12-30-2010

LEASE # GS-11B- 02230

THIS LEASE, made and entered into this date between Eleventh Springhill Lake Associates, LLC

Whose address is: c/o Mack Cali Realty Corporation
6305 Ivy Lane, Suite 420
Greenbelt, Maryland 20770-1465

And whose interest in the property hereinafter described is that of LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of approximately **5,950** ANSI BOMA Rentable Square Feet (BRSF) being **5,083** ANSI BOMA Office Area Square Feet (BOASF) of office and related space, located on a portion of the 5th floor, in the office building known as Capital Office Park I, located at 6301 Ivy Lane, Greenbelt Maryland 20770-1465. To be used for OFFICE AND SUCH RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT (See Exhibit A", hatched area of the floor plans.

2. TO HAVE AND TO HOLD said premises with their appurtenances for a Five (5) Year firm term beginning on the lease commencement date determined in accordance with section 3.17 "Construction Schedule of tenant Improvement" of the SFO, and ending five (5) years later.
3. The Government shall pay Lessor a total annual rent of **\$124,482.67 (\$20.92/BRSF (\$20.921457143 which is equivalent to \$24.49/BOASF)** at the rate of **\$10,373.55** per MONTH paid in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of **\$38,224.16 (\$6.42/BRSF (\$6.424228571 which is equivalent to \$7.52/BOASF)**, and base year real estate taxes, and \$20,332.00 to amortize a tenant improvement allowance of \$101,660.00 (\$20.00/5,083BOASF) at eight (8) percent annual interest. Payment of CPI adjustments to operating costs and adjustments for real estate taxes shall be made by the Government in accordance with the SFO # 07-015. Further, the Government shall be entitled to a rent abatement in the amount of [REDACTED] to be applied against the first monthly fully serviced rental payments until exhausted, in consideration of an [REDACTED] Operating Brokerage Commission due to the Government applied as set forth in Paragraph 6.c below. Rent checks shall be made payable to: Eleventh Springhill Lake Associates, LLC c/o Mack Cali Realty Corporation, 6305 Ivy Lane, Suite 420, Greenbelt, Maryland 20770-1465. The Government's percentage of occupancy for real estate tax purposes shall be **5.2216342%** based on **5,950 BRSF / 113,949 BRSF**, subject to confirmation of the total rentable area of the building.
4. ~~The Government may terminate this lease at any time by giving at least _____ days notice in writing to the Lessor and no rental~~
5. The Government shall have the right to one (1) renewal option for a FIVE-YEAR TERM at an annual rent of **\$124,533.50 (\$20.93/BRSF / \$24.50/BOASF)** at the rate of **\$10,377.79** per month in arrears. The operating cost base and base year real estate taxes shall be recalculated for a new 12-month period at the beginning of the option term. The renewal option shall become effective provided notice be given in writing to the Lessor at least **180** days before the end of the original lease term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.
6. The Lessor shall furnish to the Government, as part of the rental consideration, the following: EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS LEASE IS FULL SERVICE.
 - a) Fire & Life Safety: Notwithstanding any other provision of the Lease, within 90 day's of execution of this lease, the Lessor shall correct all deficiencies and comply with all recommendations and findings of the Fire Protection & Life Safety Evaluation Report (SFO Attachment #4) prepared by a Certified Fire Protection Engineer evidencing full compliance with all Fire Protection provisions of the Lease, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review, which is included in the Rider # 2 to this Lease.

LESSOR  GOV'T 

- b) Tenant Improvements: The annual rental rate recited in paragraph 3 includes an amortized Tenant Improvement Allowance (TIA) of **\$101,660.00 (\$20.00 / 5,083 BOASF)**. The Government will amortize the TIA at an annual interest rate of **8%** (eight percent) per annum over the firm term of the lease. The Government shall have the right to repay the TIA via lump sum payment to the Lessor as additional rent. Upon completion of tenant improvements and acceptance thereof by the Government, a Supplemental Lease Agreement (SLA) shall be executed by both parties memorializing the amount of tenant improvement funds used by the Government, the payment method and any change in the rental payment.
- c) Rent Abatement: Notwithstanding anything in the lease to the contrary, the parties have agreed to a rent abatement in the sum of **\$19,955.86**. Rent abatement shall be in the form of a rent credit, which shall be applied to the next monthly installment of rent due until fully exhausted. The Government certifies that it has not engaged a broker to represent its interests in this transaction.
- d) Pursuant to paragraph 7.0 of the SFO: services, utilities and maintenance will be provided daily, extending from 7:00 AM to 6:00 PM, except Saturdays, Sundays and federal holidays. The rate for overtime HVAC service to the premises governed by this lease shall be **\$35.00** per hour, beyond Normal Hours schedule. These rates shall escalate in a manner consistent with the Operating Cost Escalation, in paragraphs 3.7 and 3.8 of the SFO.
- e) The general contractor's total fees for overhead and profit shall not exceed **10%** the total fees for general conditions shall not exceed **10%** and the total fees for construction management/coordination fees shall not exceed **10%** Architectural and engineering fees, if any shall not exceed **10%** per BOASF. Any such fees will be paid for out of the tenant improvements allowance.
- f) Pursuant to paragraph 3.11 of the SFO, the common area factor is 1.170568562 % (5,950 BRSF / 5,083 BOASF).
- h) Paragraph numbers 4 of this lease were intentionally deleted.

7. The following are attached and made a part hereof:

- 1) SOLICITATION FOR OFFERS (SFO) #07-015, 52 PAGES
- 2) SECURITY RIDER # 1, 1 PAGE
- 3) FIRE & LIFE SAFETY RIDER # 2, 1 PAGE
- 4) RIDER # 3, 1 PAGE
- 5) ATTACHMENT #1 TO THE SFO, RATE STRUCTURE, 1 PAGE
- 6) ATTACHMENT #2 TO THE SFO, CONSTRUCTION SCHEDULE, 1 PAGE
- 7) ATTACHMENT #3 TO THE SFO, SCOPE OF WORK, 2 PAGES
- 8) ATTACHMENT # 4, FIRE AND LIFE SAFETY REPORT, 17 PAGES
- 9) GSA FORM 1217 LESSOR'S ANNUAL COST STATEMENT, 2 PAGES
- 10) GSA FORM 1364 and THE ATTACHMENT, 4 PAGES
- 11) GSA FORM 3517B GENERAL CLAUSES, 33 PAGES
- 12) GSA FORM 3518A REPRESENTATIONS AND CERTIFICATIONS, 4 PAGES
- 13) FLOOR PLAN "EXHIBIT A" 1 PAGE
- 14) SMALL BUSINESS SUBCONTRACTING PLAN, 13 PAGES

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Eleventh Springhill Lake Associates, LLC

By: 

John M. Adderly, Jr.

Title **Vice President of Leasing**

IN PRESENCE OF 

Name:

Address 6305 Ivy Lane, Suite 420, Greenbelt, Maryland
20770-1465

UNITED STATES OF AMERICA

BY 

TITLE

CONTRACTING OFFICER, GSA, NCR,